

COUNCIL OF THE CITY OF DIXON, ILLINOIS
SPECIAL COUNCIL MEETING
COUNCIL CHAMBERS - CITY HALL
MONDAY, FEBRUARY 27, 2023
4:30 P.M.

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Visitors/Public Comment
5. Motion
 - a. Discussion and Possible Approval of an Airport Lease Forbearance Agreement
6. Work Session
 - a. FY 2023/2024 Budget
7. Adjournment

***People may attend the meeting in person at City Hall and may also watch the meeting via Facebook Live through the City of Dixon Illinois Government - Facebook page**

The City of Dixon, in compliance with the Americans With Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting or have questions about the accessibility of this meeting or facilities, contact the ADA Coordinator at (815) 288-1485 to allow the City of Dixon to make reasonable accommodations for those persons.

AIRPORT LEASE FORBEARANCE AGREEMENT

THIS AIRPORT LEASE FORBEARANCE AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2023, by and between the CITY OF DIXON, an Illinois municipal corporation ("City"), and CLAYTON M. BRENNEMAN d/b/a BRENNEMAN AIRCRAFT SERVICE ("Operator").

WHEREAS, in furtherance of the Dixon Municipal Airport (commonly known as Charles R. Walgreen Field), City and Operator are parties to that certain Fixed-Base Operator Lease and Service Contract, dated June 8, 2013, which agreement expired in accordance with its terms on April 30, 2014, and has continued thereafter on a month to month basis (the "FBO Contract"); and

WHEREAS, also in furtherance of the Dixon Municipal Airport, City and Operator are parties to that certain Fuel Supply Agreement, dated June 8, 2013, which agreement is on a month to month basis, and subject to termination by either party upon thirty (30) days prior written notice (the "Fuel Supply Agreement"); and

WHEREAS, on November 22, 2022, City provided Operator with thirty (30) days written notice of termination of both the FBO Contract and the Fuel Supply Agreement, which notice stated that termination would be effective on December 22, 2022, and allowing until January 6, 2023, for Operator to remove his personal property from the Dixon Municipal Airport premises (the "Prior Notice"); and

WHEREAS, as of the date of this Agreement, Operator has not vacated the Dixon Municipal Airport premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. Recitals. The recitals contained in the preambles to this Agreement are true and correct and are hereby incorporated into this paragraph 1 as if fully set forth herein.

2. Forbearance by City.

(a) In consideration for, and subject to, compliance by Operator with the terms and conditions of this Agreement, City hereby agrees, until March 1, 2023, or the earlier termination hereof, not to pursue the eviction of Operator or any other legal remedies against Operator as a result of the City's termination of the FBO Contract and the Fuel Supply Agreement.

(b) During the period from the date of this Agreement until March 1, 2023, Operator shall continue his fixed-based operation service and all other services currently being provided at the Dixon Municipal Airport. Such services shall be provided, and compensated for, in accordance with the terms and conditions of the FBO Contract and the Fuel Supply Agreement.

(b) The foregoing agreement on the part of the City shall not constitute a waiver of the right to exercise remedies as a result of any breaches or defaults on the part of Operator under the FBO Contract or the Fuel Supply Agreement occurring after the date of this Agreement.

3. Acknowledgement by Operator. In consideration of the foregoing agreement on the part of the City, Operator hereby acknowledges and confirms receipt of the Prior Notice, that the City has properly terminated the FBO Contract and the Fuel Supply Agreement effective as of December 22, 2022, and that the Operator is to have vacated the Dixon Municipal Airport premises as of January 6, 2023, and removed his personal property therefrom by such date.

4. Waiver and Release of Claims. Operator hereby waives and releases all claims and demands of any nature whatsoever that he now has or may have against City arising under the FBO Contract and the Fuel Supply Agreement or by any acts or omission of City existing as of the date of this Agreement.

5. Event of Default; Termination of Forbearance.

(a) Operator's breach of default of any terms or conditions of the FBO Contract or the Fuel Supply Agreement, regardless of any notice and opportunity rights, shall constitute an event of default under this Agreement.

(b) Upon the occurrence of an event of default under this Agreement, City's agreements and obligations under 2. above shall automatically terminate, and City shall be free to exercise all remedies at law or in equity under the FBO Contract and the Fuel Supply Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first set forth above.

CITY OF DIXON

CLAYTON M. BRENEMAN d/b/a
BRENEMAN AIRCRAFT SERVICE

By _____
Its _____

Clayton M. Breneman

Attest:

City Clerk